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IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF SOUTH CAROLINA

Alex Abou-Hussein, *pro se*
Plaintiff,

v.

Honorable Ray Mabus,
Secretary of Navy,
Defendant.

Case No.: 09-cv-

COMPLAINT

Parties and Jurisdiction

1. Alex Abou-Hussein is a resident of South Carolina, and a Federal Government Civil Service employee at Space & Naval Warfare Command (SPAWAR), a United States Navy Command based in San Diego, California. Mr. Abou-Hussein is still employed by SPAWAR Atlantic Command located within the Charleston Division of the United States District Court for the District of South Carolina. He is the plaintiff in this complaint. Plaintiff files this action pursuant to the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552.

2. Secretary of the Navy (SECNAV), Honorable Ray Mabus, is the highest civilian authority at the Dep't of Navy (DON), and the final appellate authority over FOIA appeals within DON.

3. This complaint purports to state a civil action caused by SPAWAR withholding the financial information of 5 Government Contracts that should be located in the public domain. This court has jurisdiction over this action.

4. Science Applications International Corporation is referred to in this Complaint as (SAIC). SAIC is a company whose headquarters is in San Diego, California, but which does its business in South Carolina with plaintiff's SPAWAR

Atlantic, either directly or thru a wholly owned subsidiary, Eagan McAllister Associates, inc. (EMA). SAIC and EMA have a joint office in North Charleston, SC, within the Charleston Division of the United States District Court.

5. SENTEK Consulting is a privately held small firm from San Diego, California, that works as a Subcontractor to SAIC on the largest of the 5 contracts denied release by SPAWAR Atlantic.

6. SGIS was created as a branch of SkillStorm Inc., a temp placement agency from San Diego, California. SGIS currently works as a defense contractor for SPAWAR. SGIS sent a letter to SPAWAR Atlantic in Charleston stating its intention in filing an injunction to stop the release of its government contracts. SPAWAR forwarded SGIS letter to plaintiff to let him know the contractors are aware of his FOIA requests; the message could be that circling the wagons has started, if not a more sinister meaning.

STATEMENT OF CLAIM:

Denial of the release of public domain documents

7. Allegations above are incorporated into this cause of action as if fully stated.
8. SAIC holds contract N65236-07-D-6868 (Hereafter 6868) with SPAWAR. SENTEK performs subcontract services under contract 6868.
9. The total of contract vehicle 6868 exceeds \$423m.
10. The 6868 contract is a cost-plus-fixed-fee agreement (CPFF).
11. The services anticipated on the 6868 contract are mainly labor services which are charged by the hour. Approximately 1 Million hours are projected in contract 6868 Level of Effort (LOE) set forth in the anticipated mix of labor categories.

12. Labor categories and rates were suspiciously modified after only 2 weeks of the original signing of the 6868 contract in November 2006. All labor rates and the new modified rates are now claimed "Trade Secret" by SPAWAR.

13. Under 6868, SPAWAR awarded more than 400 no-bid Delivery Orders to SAIC without oversight from any agency. Plaintiff has a copy of an email sent by his division head instructing to keep contract 6868 tasking into Delivery Orders worth less than \$500k each, the threshold for further scrutiny.

Plaintiff, while working at SPAWAR in the Charleston area in 2007, discovered that Delivery Orders under 6868 may not be bona fide work, requested to stop the payments for Delivery Order# 48 which was under his own oversight. Plaintiff's internal request for an investigation was ignored and he became targeted by a crooked enterprise that attempted to run him out using slander targeting his allegiance to the United States.

14. Plaintiff, Hamdy Alex Abou-Hussein, faced false allegations that he is a sleeper spy, and his reputation and career were ruined when government officers used those false allegations to widely discredit him among the workforce and community. Plaintiff will send the NCIS records to the court and the US Attorney upon request. The false allegations ranged from connections with Russian Military Intelligence (GRU) to his terrorist activity in collecting information on Electronic Jammers installed in Armored Vehicles designed to protect deployed troops from roadside bombs. Those IEDs killed and maimed thousands of Americans so the rumor alone was exceptionally malicious and ruined plaintiff's career. Plaintiff later faced threats on his life when he made the FOIA requests to expose the fraud.

15. In April 2008, after all the false allegations were made, SPAWAR

upgraded plaintiff's position from Secret Clearance to a Top Secret/ Sensitive Compartmented Information (TS/SCI) billet. TS/SCI adjudication is not judicially reviewable, but the fact that plaintiff is still employed tells the truth about any espionage allegation, moreover, in an earlier 2007 EEOC hearing, the Commanding Officer (CO) admitted in writing to the falsity of espionage allegations, and plaintiff shall submit this written admission to the court and US Attorney.

16. Plaintiff gained a redacted record of the false espionage allegations made by persons at SPAWAR after months of Privacy Act appeals to Naval Criminal Investigative Services (NCIS). NCIS refuses to expunge those records, and a civil action is ongoing to expunge the record, and declare conspiracy to frame-up.

17. In May 2008, plaintiff reported the fraud in contract 6868 to the Office of Special Counsel (OSC). OSC asked the plaintiff to provide the complete 6868 contract, and closed the case in September 2008 when plaintiff couldn't provide documentation of the contractor's labor rates, either the original or the modified rates. After months were wasted in wait, plaintiff learned that OSC is useless.

18. In November 2008, plaintiff sent an email directly to SPAWAR Commanding Officer (CO), Adm. Michael Bachmann, reporting the fraud and asking for protection from threats on his person. Adm. Bachmann copied plaintiff on an email reply to SPAWAR Inspector General (IG). Plaintiff then made his FOIA request to SPAWAR Atlantic for contract 6868.

19. December 2008, after plaintiff persisted in asking IG for a case number, the local IG in SPAWAR Charleston relented and acknowledged that an investigation has started into plaintiff's fraud allegations; the case number at IG office is 200802022.

20. SPAWAR's conflicted IG assured plaintiff that contract 6868 will be released in full. Local FOIA Coordinator emailed Contract 6868 to plaintiff, and stated it was released in full without citing any exemption. The released original contract 6868 was missing all the Dollar values for labor rates, all contract modifications, and all attachments including the Sub-Contracting Plan that lists the criteria for approved Subcontractors. SENTEK Consulting, privately owned by retired Navy Officers, is one of these Subcontractors, among others. Plaintiff asked SPAWAR Charleston FOIA Coordinator to release the full 6868 contract as stated in the email.

21. SPAWAR Charleston FOIA Coordinator referred the FOIA request to SPAWAR San Diego Headquarters (HQ) to decide on Contract 6868 full release.

22. Plaintiff made 4 more FOIA requests for other awards by SPAWAR to SENTEK Consulting, SGIS, and EMA (the last pertained to the MRAP bonanza.) Plaintiff asked for the documents in electronic format to avoid paper costs and relayed the Federal Judiciary's warning regarding the use of prohibited search costs to discourage FOIA requesters. However, SPAWAR FOIA Coordinator switched to paper and mailed several copies of meaningless redacted documents to plaintiff to run up the page count needlessly.

23. February 2009, SPAWAR highest civilian, Executive Director and Deputy Commander, Rod Smith, denied the release of contract 6868 labor rates or modifications, and cited "Trade Secrets" and "Terrorist Activity". Moreover, plaintiff was instructed to file his appeals to Judge Advocate General (JAG). Denial of the next 3 FOIA requests using the same argument came afterwards from the same top Government Officer in SPAWAR HQ. The fifth FOIA request was not processed after the contrived fee issue.

24. Plaintiff contacted the civilian OGC of the Navy with his concern of being directed to JAG, a Military Organization, for a FOIA appeal about a Federal Contract which is a civilian issue. After much hesitation in back and forth emails, OGC accepted plaintiff's FOIA appeal on March 4, 2009.

25. OGC dodged a decision for 4 month, and the appeal officer, April Christensen, actually declared in a phone conversation her preference for a lawsuit threatened by plaintiff because "it will go back to SPAWAR." Ms. Christensen, who knew of the death threats and the fraud complaint, informed plaintiff she is holding for the contractors' letters objecting to the release of labor rates and sub-contracting plans.

26. On July 6, 2009, Plaintiff faxed an appeal to SECNAV Mabus office, and faxed the same appeal to OGC requesting a letter stating his rights to file in court.

27. On July 7, Navy's Deputy General Counsel, Ms. Brennan, wrote up a letter to inform plaintiff that he missed paying for the last and fifth FOIA request, so OGC will not act on it, and later in the same day, Ms. Christensen emailed plaintiff that OGC will not act on all his earlier FOIA appeals.

28. Plaintiff contacted Navy CDR Gary Sharp, Secretary of the Navy Special Assistant for Legal and Legislative Matters. CDR Sharp said that Honorable Mabus shall learn of OGC denial and the fraud issues. Upon CDR Sharp advice, plaintiff emailed Deputy General Counsel, Ann Brennan, and informed her of his fraud complaint regarding contract 6868, and which was not investigated by the conflicted IG after 8 months of reporting fraud to SPAWAR Commanding Officer, Adm. Bachmann in San Diego. Plaintiff attached a public release from the FBI website <http://sandiego.fbi.gov/dojpressrel/pressrel09/sd070709.htm> about the recent arrest of

SPAWAR San Diego managers for sub-contracting fraud and bribery.

29. Plaintiff asked OGC for reconsideration or in the alternative, a proper denial letter for each of the 5 FOIA appeals. Ms. Brennan replied with only 2 denial letters that reiterated the "trade secrets" false argument.

30. Today is almost 9 months after the conflicted SPAWAR IG was asked by SPAWAR CO, Adm. Bachmann, to investigate plaintiff's November 17, 2008, fraud complaint regarding contract 6868. No report of findings was ever issued. SPAWAR Atlantic IG office claims it still "compiling documents."

31. No one gets thrown under the bus inside a tight corrupt enterprise, so documents should do the talking; the great Justice Brandeis said: "Sunlight is the best of Disinfectants."

Relief:

Plaintiff therefore is asking for all the requested records up to the date they are turned over to him by court order and to meet these counts as follows:

- (I) Copies of all five (5) contracts and delivery orders in their entirety with full and complete financial information, including all attachments, plans, past performance history, evaluation factors, IGCEs, PECPs, and detailed modifications relevant to Plaintiff's clarifications made thru correspondence with SPAWAR FOIA Coordinators in Charleston and San Diego and his further correspondence with OGC.

WHEREFORE, Plaintiff respectfully requests that the Court grant the relief requested above and,

- (II) Find that Plaintiff has substantially prevailed in this action;

- (III) Award Plaintiff its fees and costs;

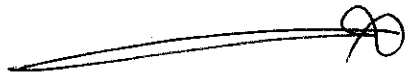

(IV) Deliver a sharp rebuke by declaring that OGC has erred in its decision to deny plaintiff's FOIA appeals while knowing that fraud allegations were made against the requested contracts, or grant similar other relief as this Court determines to be proper and just under the circumstances; and

(VII) Fine DEFENDANT \$10,000 a day for everyday of delay in turning over the requested documents after a set date.

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully Submitted,

Signed on July 27, 2009


 /s/

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